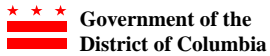


SOLICITATION, OFFER, AND AWARD				1. Caption		Page of Pages	
				Land Acquisition & Predevelopment Loan Fund		1	68
2. Contract Number		3. Solicitation Number DCEB-2007-R-0001		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 9/13/2006	
7. Issued By: Office of Contracting and Procurement 441 4th, Street, NW Suite 700 South Washington, DC 20001 POC Liz Kilpatrick (202) 724-4052				8. Address Offer to: Office of Contracting and Procurement 441 4th, Street, NW, Suite 703S Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th, Street, Suite:703 until 2:00 P.M. local time 13-Oct-06 (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name Liz Kilpatrick		B. Telephone (Area Code) 202 (Number) 724-4052 (Ext) N/A		C. E-mail Address elizabeth.kilpatrick@dc.gov	
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	33
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	5	X	J	List of Attachments	39
x	D	Packaging and Marking	17	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	18	X	K	Representations, certifications and other statements of offerors	40
X	F	Deliveries or Performance	19				
X	G	Contract Administration Data	22				
X	H	Special Contract Requirements	28	X	L	Instructions, conditions & notices to offerors	46
				X	M	Evaluation factors for award	60
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number	
15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract					
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered		20. Amount		21. Accounting and Appropriation			
22. Name of Contracting Officer (Type or Print)		23. Signature of Contracting Officer (District of Columbia)				24. Award Date	
Government of the District of Columbia		Office of Contracting & Procurement					



**Office of Contracting
& Procurement**



MEMORANDUM

TO: Office of Procurement Administration
FROM: Elizabeth Kilpatrick
SUBJECT: Request for Solicitation Services
DATE: 9/11/06

This is a request for the Office of Procurement Administration to advertise and electronically post the attached Solicitation as indicated below:

⇒ **Contract File Number:** DCEB-2007-R-0001

⇒ **Caption:** Neighborhood Investment Fund Contractor

⇒ **RFP Issuance Date:** _____

⇒ **Opening/Closing Date:** 9/13/06

⇒ **Opening/Closing Time:** 10/13/06

Number of Copies Needed: 3

▽	In-House	_____
▽	Vendors	_____
▽	Extra	_____
	TOTAL	_____

Bidder's List/Labels Provided: Yes _____ No X

Media Designation: Washington Times Newspaper, OCP Website

Request for Cancellation: Justification: _____

OPA Date of Completion: _____

OPA Staff Signature: _____

**SECTION 1
THE SCHEDULE**

**SECTION A
SOLICITATION/CONTRACT AWARD FORM (PAGE 1)**

SECTION B

SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia on behalf of the Office of the Deputy Mayor for Planning and Economic Development (ODMPED), “the District,” is seeking a financial institution to serve as a Contractor to manage the Land Acquisition and Predevelopment Loan Fund (“LADP”) under the Neighborhood Investment Fund (NIF) program. The Contractor will be responsible for marketing, soliciting, reviewing LADP Loan applications, recommending applications for funding, and loan monitoring. The purpose of the LADP Fund is to provide low interest loans for land acquisition or predevelopment activities to non-profit and LSDBE (defined in C.1.2) organizations for the development of affordable housing, mixed-use, and community facilities in twelve NIF target areas in accordance with specific terms and conditions set forth in Section C, Scope of Work.

B.1.1 The term of the contract shall be for a period of three (3) years from date of award with two one year options. The District contemplates award of a single contract.

B.2 **REQUIREMENTS CONTRACT**

The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.13. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source .
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order.

The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the term of the contract specified in Section F.1.

B.3 PRICE SCHEDULE

B.3.1 BASE PERIOD OF PERFORMANCE

B.3.1.1 Base Period of Performance – Date of Award through Three Years Thereafter

Contract Line Item Number (CLIN)	Item Description	Unit	Quantity (Months)	Unit Price	Amount
	LADP Fund Management Fee (includes all services and deliverables outlined in Section C and F.	Monthly	36	\$_____	\$_____

B.3.1.2 Option Year One

Contract Line Item Number (CLIN)	Item Description	Unit	Quantity (Months)	Unit Price	Amount
	LADP Fund Management Fee (includes all services and deliverables outlined in Section C and F.	Monthly	12	\$_____	\$_____

B.3.1.3 Option Year Two

Contract Line Item Number (CLIN)	Item Description	Unit	Quantity (Months)	Unit Price	Amount
	LADP Fund Management Fee (includes all services and deliverables outlined in Section C and F.	Monthly	12	\$_____	\$_____

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia on behalf of the Office of the Deputy Mayor for Planning and Economic Development (“ODMPED”) is seeking a financial institution to serve as a Contractor to manage the Land Acquisition and Predevelopment Loan Fund (“LADP”) under the Neighborhood Investment Fund (NIF) program. The Contractor will be responsible for marketing, soliciting, reviewing LADP Loan applications, recommending applications for funding, and loan monitoring. The purpose of the LADP Fund is to provide low interest loans for land acquisition or predevelopment activities to non-profit and LSDBE (defined in Section C.1.2) organizations for the development of affordable housing, mixed-use, and community facilities in twelve Neighborhood Investment Fund (NIF) target areas in accordance with specific terms and conditions set forth below.

C.1.1 APPLICABLE DOCUMENTS

The following Applicable Documents are incorporated into the Contract by this reference. The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws, court orders, regulations, and guidelines related to the delivery of the contract requirements. The Contractor in providing services under this contract shall comply with the following Applicable Documents:

Document #	Type of Document	Title	Version
1	DC Law	D.C. Law 15-131: Neighborhood Investment Act of 2004, as amended	Most Recent
2	DC Law	R16-596: Neighborhood Investment Act Spending Plan for Fiscal Year 2006 Resolution of 2006	Most Recent

C.1.2 DEFINITIONS/ACRONYMS

Term	Definition
<i>Applicant:</i>	An eligible organization that has applied for a loan from the LADP
<i>Application:</i>	Package of documents required to be completed and submitted by the Applicant as part of the response to the Request for Application

<i>Borrower:</i>	An Applicant that has been awarded and has received an LADP loan
<i>Contract:</i>	The contract between the District of Columbia and the selected Contractor
<i>COTR</i>	Contracting Officer's Technical Representative (see G.9.1)
<i>Contractor:</i>	The financial institution selected through this Request for Proposals to perform the services described herein
<i>Council:</i>	The Council of the District of Columbia
<i>DMPED:</i>	Deputy Mayor for Planning and Economic Development
<i>LADP:</i>	Land Acquisition and Predevelopment Loan Fund offered by the District of Columbia government through the Neighborhood Investment Fund
<i>LADP Loan:</i>	A loan made through the LADP
<i>LADP Loan File:</i>	Paper file for each LADP loan that contains all documents related to the loan, the Borrower, and the project, which is physically maintained by the Contractor for the full contract period
<i>Land Acquisition Loan (LAL):</i>	A loan product offered under the LADP to finance the acquisition of property
<i>LSDBE:</i>	Local, Small, Disadvantaged Business Enterprise
<i>Matching Loan:</i>	A separate loan offered by the Contractor to the Borrower in an amount that matches the LADP loan made by the District
<i>Monthly Progress Report</i>	Monthly report prepared by the Contractor outlining the activities of the reporting month as described in C.3.6.1
<i>NIA:</i>	Neighborhood Investment Act of 2004, as amended
<i>NIF:</i>	Neighborhood Investment Fund
<i>NOFA:</i>	Notice of Funding Availability. A published announcement of available funding.
<i>Non-Profit:</i>	An incorporated organization chartered for other than profit making activities that has tax exempt status
<i>OMDPED:</i>	Office of the Deputy Mayor for Planning and Economic Development
<i>Predevelopment Expenses:</i>	As stated in the Attachment J.6
<i>Predevelopment Loan (PL):</i>	A loan product offered under the LADP to finance predevelopment activities to determine project feasibility
<i>RFA:</i>	Request for Applications
<i>RFA Package:</i>	Request for Application information, application, and instruction package
<i>Solicitation and Marketing</i>	Description of milestones and actions taken by the

<i>Plan</i>	Contractor for the marketing and solicitation of LADP Loans
<i>3rd Party Lender:</i>	A lender that a Borrower uses to obtain permanent, construction, or land acquisition financing to complete the proposed project and repay the LADP Loan

C.2 BACKGROUND

The District of Columbia's Office of the Deputy Mayor for Planning and Economic Development ("ODMPED") is charged with implementing the Neighborhood Investment Act, as amended ("NIA"). The NIA created a non-lapsing, revolving fund outside of the General Fund, called the Neighborhood Investment Fund (NIF). The NIF is funded through an annual appropriation of 15% of a personal property tax, not to exceed \$10 million. The NIA mandates that the Mayor prepare and submit to the Council an annual spending plan for how the NIF will be utilized in the 12 neighborhood target areas designated in the NIA. (Target area map and boundaries in attachments J.11, J.12)

C.2.1 The FY 2006 spending plan (R16-596: Neighborhood Investment Act Spending Plan for Fiscal Year 2006 Resolution of 2006) includes the creation of the LADP. This revolving loan fund will be capitalized by a one-time investment of \$4.9 million dollars from the NIF. There are two types of loans available under the LADP: a Land Acquisition Loan and a Predevelopment Loan. The terms, conditions, and eligibility criteria for each loan are included in Attachments J.5 and J.6

C.2.2 The objectives of the LADP under the NIF program are to: leverage public and private financial resources; assist entities which are already actively funding affordable housing, mixed-use and community-based facility development in the target areas; assist nonprofit and LSDBE developers to compete in the current real estate market for the rapidly diminishing stock of affordable housing and land suitable for NIF eligible projects; provide a streamlined process to administer the application, review and approval of eligible projects.

C.2.3 ODMPED is seeking a Contractor to market and solicit projects for the LADP; to originate and underwrite the loan Applications; to recommend loans to ODMPED for funding under the LADP; to monitor the approved LADP loans; to coordinate repayment of LADP loans; and to offer separate matching loans to LADP borrowers in an amount at least equal to the LADP commitment. The specific description of services and deliverables are further described in Section C.3 below.

C.3 REQUIREMENTS

The Contractor, as the fund manager, shall provide the following specific services:

C.3.1 Market LADP loans and manage solicitation process that includes releasing a NOFA followed by a RFA.

C.3.1.1 The Contractor shall develop a Solicitation and Marketing Plan (“the Plan”) for the marketing, solicitation, and review of LADP loans. The Solicitation and Marketing Plan is due to the Contracting Officer’s Technical Representative (the “COTR”) for review and approval 5 days after the award of the Contract. The Plan must reflect the requirement that NOFA shall be published within 30 days of the award of the Contract. At a minimum, the plan shall provide dates for the following milestones: NOFA release, RFA release, pre-bid conference, RFA close, application review complete, and loan recommendations submitted to DMPED. The Plan shall also include a detailed description of the strategies, tools, and resources that will be used to effectively market the RFA to ensure that a broad audience of respondents is notified of the RFA prior to its release. Offerors are required to submit a draft Marketing and Solicitation Plan with their response to this solicitation (L.22.1.3.1.1.c)

C.3.1.2 The Contractor shall develop draft NOFA and RFA Package and submit to the COTR for review and comment within 15 days of awarding the Contract. Revisions shall comply with the following schedule: ODMPED comments due to the Contractor 5 days after receiving the draft NOFA and RFA Package; Contractor to complete revision to the NOFA and RFA Package within 5 days of receiving comments from ODMPED. The Contractor shall provide ODMPED with a copy of the final NOFA and RFA Package prior to its public release.

C.3.1.2.1 At a minimum the NOFA shall state the following: LADP program name, RFA release date and time, RFA pick up location and instruction, RFA closing date and time, RFA drop off location and delivery instructions, amount of LADP funds available, brief descriptions of the Land Acquisition Loan and Predevelopment Loan, contact person name and telephone number. The NOFA shall also clearly state that the loans are being offered by the District of Columbia government through the Office of the Deputy Mayor for Planning and Economic Development and the Neighborhood Investment Fund. During the review of the RFA package described in C.3.1.2, ODMPED reserves the right to inform the selected Contractor of additional requirements for the NOFA.

C.3.1.2.2 At a minimum the RFA shall include borrower information, project description, project development budget, proposed operating budget, proposed sources and uses, project implementation or milestone plan, and a loan application. The Contractor shall also require information or documentation to determine project feasibility, an Applicant’s good standing, track record for success in similar projects, creditworthiness, and ability to proceed with the approved project within 3 months of loan closing. The RFA shall also outline the ranking criteria for scoring and evaluation purposes. The RFA package must include all of the

requirements, terms, and conditions for the land acquisition loan and the predevelopment loan as outlined in Attachment J.5 and J.6. During the review of the RFA package described in C.3.1.2, ODMPED reserves the right to inform the Contractor of additional requirements for the RFA.

- C.3.1.3 The Contractor shall release NOFA no later than 30 days after being awarded the Contract. The NOFA must be published in at least two local newspapers of significant circulation; the specific newspapers shall be detailed in the Solicitation and Marketing Plan submitted by the Contractor (C.3.1.1). The Contractor shall submit proof of publication of the NOFA for each publication with the submission of the monthly report (C.3.6.1.g.ii)
- C.3.1.4 The Contractor shall release RFA no earlier than 15 days after the publication of the NOFA. The exact release date and close date of the RFA shall be listed in the Solicitation Marketing and Plan submitted by the Contractor (C.3.1.1).
- C.3.1.5 The Contractor shall submit to the COTR documentation of marketing activities, including press releases, print and/or online advertisements, listserv announcements, or similar documents announcing the release of the RFA. The documentation shall be submitted as an attachment to the Contractor's Monthly Progress Report (C.3.6.1.g.iii). The marketing activities shall comply with those outlined in the Solicitation and Marketing Plan approved by the COTR (C.3.1.1)
- C.3.1.6 The Contractor shall conduct at least one pre-bid conference and/or technical assistance workshop prior to the close of the RFA. The date of the event shall be listed in the Solicitation Marketing and Plan submitted by the Contractor (C.3.1.1).
- C.3.1.7 The Contractor shall respond to phone, fax, and email inquiries from interested Applicants. The Contractor shall keep a log of all inquiries including the party's name, method of inquiry, subject of inquiry, date and time of inquiry, date of Contractor's response, and details of any follow up required by the Contractor. One copy of the log shall be submitted to the COTR as an attachment to the Contractor's monthly progress report (C.3.6.1.g.i).
- C.3.1.8 The Contractor shall physically receive, either by hand delivery or mail, Applications submitted in response to the RFA. The RFA shall clearly state the delivery instructions and location information.
- C.3.1.9 The Contractor shall provide the COTR with a copy of each Application received within 10 days of the close of the RFA.
- C.3.1.10 The Contractor is responsible for preparing, reproducing, and distributing all materials and documents related to the marketing and solicitation process, including, but not limited to: RFA packages (both electronic and hard copy), materials for pre-bid conferences or technical assistance workshops, and receipts for RFA responses.

C.3.2 Originate and underwrite LADP loan applications

C.3.2.1 The Contractor shall establish a standard application review procedure, including review structure, staff, staff responsibilities, and underwriting policies for both the Land Acquisition Loan and the Predevelopment Loan. The review procedure shall ensure compliance with LADP eligibility requirements, rules, and guidelines (see Attachments J.5 and J.6). The Contractor shall submit the review procedure to the COTR for review and approval 10 days after the release of the RFA.

C.3.2.1.1 The application review procedure shall be developed in consideration of the requirements of the RFA package, including the scoring criteria. The review shall at a minimum establish: completeness of the Application; compliance with LADP rules, guidelines, and loan eligibility requirements; project feasibility, financial feasibility; and a due diligence search and analysis of the Applicant and Application. The procedure must also include a recommendation whether the proposed project should be funded by the LADP.

C.3.2.2 The Contractor shall only review Applications submitted in response to the LADP Request for Applications. Applications submitted past the RFA closing date and time, or unsolicited proposals received prior to the release of the RFA shall not be reviewed.

C.3.2.3 The Contractor shall review all Applications according to the review procedure approved by ODMPED (C.3.2.1) and score all Applications according to the RFA scoring criteria outlined in the RFA (C.3.1.2.2)

C.3.2.4 The Contractor shall limit those participating in the review and underwriting of LADP Loan Applications to professional staff employed by the Contractor and who are listed in the approved application review procedure.

C.3.3 Recommend projects for funding through the LADP and coordinate LADP loan closing with Borrowers

C.3.3.1 The Contractor shall submit a summary of each application reviewed and scored to the COTR no later than 45 days after the close of the RFA. The summary shall at a minimum include the project description, scoring for the established ranking criteria, and a final recommendation on funding.

C.3.3.2 ODMPED will approve or disapprove its participation in the loan, or provide alternative recommendations as stated in Section C.3.3.6, in writing within 15 days of receiving the application summaries from the Contractor; or ODMPED shall inform the Contractor of any reasons for a delayed response. Loans can not be made under the LADP program without the written approval of ODMPED

C.3.3.3 Upon receipt of the written approval from ODMPED, the Contractor shall prepare, present, and finalize loan documents including the commitment letter, loan agreement, the note, the deed of trust and security agreements with the

Borrower. ODMPED will provide the Contractor with templates of all loan documents.

- C.3.3.4 The Contractor shall coordinate and schedule loan closings for ODMPED and Borrowers. A representative from ODMPED must be attendance at the loan closing and closing shall be scheduled to accommodate this requirement.
- C.3.3.4.1 The ODMPED representative attending the loan closing shall bring a check in the amount of the loan made out to the Borrower. LADP Funds for approved loans will not be transferred to the Contractor at any time. ODMPED may delay a scheduled loan closing if a check can not be obtained in a timely fashion.
- C.3.3.5 The Contractor shall provide the COTR with one copy of the executed loan closing documents as an attachment to the Contractor's monthly progress report (C.3.6.1). Original copy shall be retained by the Contractor in the Borrower's paper file until the submission of the contract close out report (C.3.6.3).
- C.3.3.6 ODMPED reserves the right to conduct an independent review and evaluation of all loan applications received under the LADP and to discuss with the Contractor alternative recommendations as needed.
- C.3.3.7 ODMPED reserves the right to require the Contractor to conduct an additional Request for Applications in the following situations: (1) if there are uncommitted LADP funds at the conclusion of the initial RFA; (2) if after the repayment of LADP loans OMDPED determines that there are sufficient funds available to loan. Additional Requests for Applications shall be conducted according to the procedure described in Sections C.3.1 through C.3.3.8.

C.3.4 Monitor LADP Loans

- C.3.4.1 The Contractor shall require each Borrower to submit 20 days after closing a narrative description of specific activities and schedule for the proposed project ("post-closing documentation"). This may include: environmental review, design and construction drawing preparation, contractor selection, construction and permanent financing commitments. The Contractor shall forward these documents to ODMPED for review as attachments to the Contractor's monthly progress report (C.3.6.1)
- C.3.4.2 The Contractor shall request and receive Quarterly Project Progress Reports from Borrowers. One copy of the quarterly progress report for each loan shall be forwarded to the COTR with the Contractor's monthly progress report (C.3.6.1).
- C.3.4.3 The Contractor shall review Quarterly Project Progress Reports to ensure compliance with LADP rules and guidelines and its approved proposal and schedule.
- C.3.4.4 The Contractor shall identify any default/breach of the loan documents, and inform ODMPED of such default/breach in the Contractor's monthly progress

report (C.3.6.1). Events of default shall include, but not be limited to, a failure by Borrower to repay the loan when due, to meet the development schedule, to comply with applicable laws and to meet the conditions set forth in the loan documents.

- C.3.4.5 The Contractor shall request, receive, and review a comprehensive development plan from each Borrower within nine (9) months, but no later than twelve (12) months after loan closing. ODMPED will provide the Contractor, who will then inform the Borrower, of the comprehensive development plan format and content requirements for each loan product. The Contractor shall forward the comprehensive development plan to the COTR within 5 days of receipt from the Borrower.
- C.3.4.5.1 ODMPED shall approve or disapprove the comprehensive development plan within 7 business days from the date of its receipt. If such approval or disapproval is not given within 15 days of the COTR's receipt, the development plan shall be deemed approved by ODMPED.
- C.3.4.5.2 The Contractor shall submit all revisions, modifications, or adjustments proposed by the Borrower to the approved Comprehensive Development Plan to the COTR for review and approval.
- C.3.4.6 The Contractor shall request and receive from the Borrower the income verification documents of a prospective buyer or renter of an affordable housing unit. The Contractor shall forward copies of the income verification documents to COTR within 5 days of receipt from the Borrower. ODMPED will provide to the Contractor and the Borrower a written acceptance of the income of the proposed buyer and/or tenant. Borrowers are required to submit income verification to ODMPED for the full affordability period, even after the LADP Loan has been repaid.
- C.3.5 Coordinate the repayment of the LADP loan between the District, the Borrower, and the 3rd Party Lender**
- C.3.5.1 The Contractor shall coordinate repayment of the LADP Loan by acting as the intermediary between the District, the Borrower, and the 3rd Party Lender, or the financial institution that has committed to providing the Borrower with permanent, construction, or land acquisition financing to complete the project.
- C.3.5.2 The Contractor shall immediately notify ODMPED when the Borrower has obtained a letter of commitment from the 3rd Party Lender for permanent construction or land acquisition financing. The letter of commitment and terms shall be forwarded to the COTR for review with 5 days of receipt from the Borrower or the lender.
- C.3.5.3 The Contractor shall verify the amount and terms of the pending loan with the 3rd Party Lender to ensure that the LADP loan can be repaid.

- C.3.5.4 The Contractor shall request and receive a schedule from the Borrower or the 3rd Party Lender for loan closing and inform the COTR of the expected closing and repayment dates.
- C.3.5.5 The Contractor shall require that the total amount of the LADP Loan is held in escrow by the 3rd Party Lender until closing and that the method of repayment is satisfactory to ODMPED.
- C.3.5.6 The Contractor shall not accept any LADP Loan repayments from the Borrower of the 3rd Party Lender on behalf of the District.
- C.3.5.7 ODMPED will be responsible for marking the loan documents (deed of trusts and promissory notes) “satisfied and cancelled.” The District of Columbia Office of the Attorney General shall be responsible for preparing and recording the releases under the District’s portion of the loan repayment. Copies of the documents will be forwarded to the Contractor and the Borrower.

C.3.6 Reporting

In addition to the reports outlined above, the Contractor shall provide the following:

C.3.6.1 Monthly Progress Report

The Contractor shall prepare and submit a monthly progress reports beginning with the month in which the Contract is awarded. The Contractor shall submit to the COTR one hard copy and one electronic copy of the report organized by the sections indicated below. The monthly report is due 10 days after the last day of the month.

- a. Introductory Remarks
- b. Loan Marketing, Solicitation, and Underwriting Activities
 - i. Provide a brief narrative description of the activities of the reporting month.
 - ii. In a summary table provide the following information organized by Land Acquisition Loan, Predevelopment Loan and the combined total:
 - i. Number of Applications received
 - ii. Total dollar amount of loans requested
 - iii. Number of Applications processed
 - iv. Number of commitment letters sent
 - v. Total dollar amount of loan commitments made
- c. Loan Closings
 - i. Provide a brief narrative description of the activities of the reporting month
 - ii. In a summary table provide the following information organized by Land Acquisition Loan, Predevelopment Loan and the combined total:
 - i. Number of loans closed and total dollar amount

- ii. Borrower name, project name, total loan amount for closed loans
 - iii. Number of loan closings scheduled for upcoming month
 - iv. Borrower name, project name, total loan amount for scheduled loan closings in the next month.
- d. Loan Monitoring
 - i. Provide a brief narrative description of the activities of the reporting month
 - ii. In a summary table provide the following information organized by Land Acquisition Loan, Predevelopment Loan and the combined total
 - i. Number of Post-closing documents (C.3.4.1) received and not received
 - ii. Number of Borrower Quarterly Progress Reports (C.3.4.2) received and not received
 - iii. Number of Comprehensive Development Plans (C.3.4.5) received and not received
 - iv. Project number of housing units and affordable housing units to be created in projects financed by the LADP
 - v. Number of affordable and market rate housing units sold or rented.
 - iii. Describe any deficiencies in the required reports and documents received from Borrowers, including non-compliance with LADP rules, guidelines, and approved project schedules and proposals.
 - iv. Describe in detail any Borrowers found to be in default and the reasons for default. Provide detailed information on any conversations with the Borrower regarding the default status
- e. Repayment
 - i. Provide a brief narrative description of the activities of the reporting month
 - ii. Provide the borrower name, loan amount, and payment date for any LADP loan repaid in the reporting month.
- f. Name, title, signature, and date of the person(s) who prepared the report
- g. Attachments
 - i. RFA Inquiry Log (C.3.1.7)
 - ii. NOFA Proof of Publication (C.3.1.3)
 - iii. Marketing documentation (C.3.1.5)
 - iv. 1 copy per loan of Post-closing required documentation received (C.3.4.1)
 - v. 1 copy per loan of Borrower Quarterly Progress Reports received (C.3.4.2)
 - vi. 1 copy per loan of fully executed loan closing documents (C.3.3.5)

C.3.6.2**Fiscal End of Year Report:**

The Contractor shall prepare and submit an annual end of fiscal year report. The District's fiscal year covers the period of October 1 through September 30th. The Contractor shall submit to the COTR two hard copies and one electronic copy of

the report organized by the sections indicated below. The monthly report is due 10 days after the end of the District's fiscal year, or September 30th. The Report shall include:

- a. Introductory Remarks
- b. Narrative description of the activities of the fiscal year
- c. Discussion of achievements, problems encountered, and how those problems were successfully addressed.
- d. In a summary table provide the following information for the fiscal year organized by Land Acquisition Loan, Predevelopment Loan and the combined total:
 - a. Number of Applications received
 - b. Total dollar amount of loans requested
 - c. Number of Applications processed
 - d. Number of commitment letters sent
 - e. Total dollar amount of loan commitments made
 - f. Number of loans closed and total dollar amount
 - g. Number of loan closings outstanding
 - h. Number of Post-closing documents (C.3.4.1) received and not received
 - i. Number of Borrower Quarterly Progress Reports (C.3.4.2) received and not received
 - j. Number of Comprehensive Development Plans (C.3.4.5) received and not received
 - k. Number of Borrowers in default
 - l. Project number of housing units and affordable housing units to be created in projects financed by the LADP
 - m. Number of affordable and market rate housing units sold or rented
 - n. Number of loans repayed
 - o. Total dollar amount of loans repayed
 - p. Number loans to be repayed
 - q. Total dollar amount of loans to be repayed
- e. Analysis and discussion of the quantitative data presented in the summary table and its implication for the LADP fund performance in the next fiscal year.
- f. Annual program performance evaluation and outlook for subsequent fiscal year. ODMPED will provide the form 20 days before the end of the fiscal year.
- g. Name, title, signature, and date of the person(s) who prepared the report

C.3.6.3 The Contractor shall submit a monthly report in September of each fiscal year in addition to the submission of the Fiscal End of Year Report.

C.3.7 Records

C.3.7.1 The Contractor shall maintain a paper LADP Loan File for each Borrower which includes but not is limited to the following documents: the original Application,

original executed loan closing documents, written correspondence, quarterly reports, Comprehensive Development Plan, and commitment letter for LADP loan repayment.

C.3.7.2 The Contractor shall close out the LADP Loan File for each Borrower and return the original file to the COTR within 30 days of the Contract ending date.

C.3.8 Meetings

C.3.8.1 The Contractor shall coordinate meetings with the OMDPED on an as needed basis. Both OMDPED and the Contractor may request meetings.

C.3.8.2 The Contractor shall coordinate meetings with the Borrowers on an as needed basis. OMDPED and the COTR shall receive notice of the meeting date, time, location, and purpose. COTR will notify the Contractor if OMDPED will be participating in the meeting.

C.3.9 Matching Loans

C.3.9.1 OMDPED is seeking to maximize the impact of the LADP by requiring that the Contractor to offer separate, Matching Loans to Borrowers in an amount at least equal to the LADP loan. Contractors responding to this solicitation should have the financial, technical, and organizational capacity to make Matching Loans.

C.3.9.2 The proposed interest rate spread and proposed fees for the Matching Loan shall be submitted with an Offeror's response to this solicitation (L.22.1.3.2.1.c). The District is not charging any fees to the Borrower for LADP Loans and is offering loans at 0% interest. Offeror's proposed fees and interest rates will be evaluated in this context.

C.3.9.3 The amount of the Matching Loan shall be at least 50% of the total LADP loan request submitted in the Application. The Contractor may elect to loan more than 50% of the total request; however, at least 33.3% (1/3) of total request must be funded through the LADP. Only Applications received and reviewed through the LADP RFA may be considered for LADP loans and Matching Loans.

C.3.9.4 The Contractors may stipulate additional requirements or criteria for the Matching Loan so long as they do not conflict with nor adversely affect the LADP Loan requirements and guidelines outlined in Section C.3., attachments J.5 and J.6

C.3.9.5 If OMDPED elects not to accept the Contractor's recommendation for funding an LADP Loan Applicant, then the Contractor may independently fund that project; however, the Contractor's loan would not be considered a Matching Loan and therefore, would not fulfill the Contractor's obligation to provide Matching Loan under the terms of this solicitation.

C.3.9.6 The LADP Loan and the Contractor's Matching Loan are two separate and distinct financial transactions.

Section D
PACKAGING AND MARKING

D.1 This section is not applicable to this contract.

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SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF WORK PERFORMED

The inspection and acceptance requirements for the resultant Contract shall be governed by the Inspection of Services Clause in Section 6 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November 2004, Attachment J.1.

E.1.2 RIGHT TO ENTER PREMISES

An authorized representative of the District of Columbia, the U.S. Comptroller General, the U.S. Government Accountability Office, or their authorized representatives, will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under the Contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and Federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services.

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SECTION F

DELIVERY OR PERFORMANCE

F.1 TERM OF CONTRACT

The District intends to award a three (3) year multiyear contract with two one year options.

No.	Deliverable Name	Quantity	Format	Due Date
1	Solicitation and Marketing Plan (C.3.1.1)	2	Hard copy and electronic copy	5 days after awarding the Contract
2	Draft NOFA Announcement and RFA Package (C.3.1.2)	2	Hard copy and electronic copy	15 days after awarding the Contract
3	Final NOFA Announcement and RFA Package (C.3.1.2)	2	Hard copy and electronic copy	5 days after receiving comments from ODMPED
4	Materials for pre-bid conference or technical assistance workshop (C.3.1.6 and C.3.1.10)	2	Hard copy and electronic copy	5 days prior to the date of the event
5	Application review procedure (C.3.2.1)	2	Hard copy and electronic copy	10 days after the RFA release
6	Copy of each RFA response (C.3.1.8)	1 copy of each RFA response	Hard copy	10 days after the close of the RFA
7	Application Summary and Recommendation Report (C.3.3.1)	2 per loan	Hard copy and electronic copy	45 days after the close of the RFA
8	Borrower Comprehensive Development Plan (C.3.4.5)	2 per loan	Hard copy and Electronic copy	Within 9 months, but no later than 12 months after loan closing
9	Income Verification Documentation (C.3.4.6)	1 per loan	Hard Copy	Within 5 days of receipt
10	Borrower Letter of Commitment for Permanent or Land Acquisition Financing (C.3.5.2)	1 per loan	Hard copy	Within 5 days of receipt from the Borrower

No.	Deliverable Name	Quantity	Format	Due Date
				or lender.
11	Contractor Monthly Progress Report and Attachments (C.3.6.1)	2	Hard copy and electronic copy	10 days after the last day of each month
12	Contractor Fiscal End of Year Report (C.3.6.2)	2	Hard copy and electronic copy	10 days after the end of the Fiscal Year
13	Return of LADP Loan File (C.3.7.2)	1 per loan	Hard copy	Within 30 days of the close of the Contract

F.4 FIRST SOURCE INSTRUCTION

The Contractor shall provide any reports required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 as a deliverable; failure to submit the report as a deliverable will result in non-payment of the Contractor's final payment.

F.5 NOTICE OF DISAPPROVAL

F.5.1 The COTR shall provide written notice of disapproval of a Deliverable to the Contractor within ten (10) business days of submission if it is disapproved.

F.5.2 The notice of disapproval shall state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Contract requirements.

F.6 RESUBMISSION WITH CORRECTIONS

Within ten (10) business days after receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the Deliverable.

F.7 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION

Within ten (10) business days following resubmission of any disapproved Deliverable, the Contracting Officer's Technical Representative (COTR) shall give written notice to the Contractor of ODMPED approval, conditional approval or disapproval.

F.8 FAILURE OF DISTRICT TO RESPOND TIMELY

In the event that the District's Contracting Officers Technical Representative (COTR) fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the COTR in writing that it intends to delay

implementation of the deliverable until the COTR responds in writing to the resubmission.

F.9 OPTION TO EXTEND THE TERM OF THE CONTRACT

- F.9.1** The District may extend the term of this contract for a period of two one-year options, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.
- F.9.2** If the District exercises this option, the extended contract shall be considered to include this option provision.
- F.9.3** The price for the option period shall be as specified in the contract.
- F.9.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make monthly payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with duplicate copies to the Contracting Officer's Technical Representative (COTR), specified in G.9.2. The name and address, and telephone number for the CFO is:

Cyril Byron,
Associate Chief Financial Officer
Economic Development and Regulation Cluster
941 North Capitol Street NE
9th Floor
Washington, DC 20002
(202) 442-8683

G.2.2 The Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal Tax ID, DUNS number and invoice date (the Contractor shall date invoices on the date of mailing or transmittal);

G.2.2.2 Contract number and invoice;

G.2.2.3 Description, price, quantity and the date (2) that the supplies/services were actually delivered or performed (Each deliverable submitted during the invoice period shall be specified);

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, mailing address and phone number of the person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of the person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment shall be accompanied by the report or a waiver of compliance discussed in Section H.5.5.6.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement.

G.4 METHOD OF PAYMENT

G.4.1 ELECTRONIC PAYMENTS

The District reserves the option to make monthly payments to the Contractor by wire or NACHA transfer and shall provide the Contractor at least thirty (30) days notice prior to the effective date of any such change.

G.4.2 Where payments are made by electronic funds transfer, the District shall not assume responsibility for any error or delay in transfer nor indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor.

G.4.3 Payment will be made on completion and acceptance of each item for which the price is stated in Section B.3.

G.5 ASSIGNMENTS

G.5.1 In accordance with 27 DCMR 3250, unless otherwise prohibited by the contract, the Contractor may assign funds due or to become due as a result of the performance of the contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of money claims pursuant to authority contained in this Contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment date _____, make payment of this invoice to _____ (name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 INTEREST PENALTIES TO CONTRACTORS

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity;
or
- c. the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 PAYMENTS TO SUBCONTRACTORS

G.6.2.1 The Contractor shall take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b. Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor shall pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a. the 3rd day after the required payment date for meat or a meat product;
- b. the 5th day after the required payment date for an agricultural commodity;
or

- c. the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 AUTHORITY OF CONTRACTING OFFICER

G.7.1 CONTRACTING OFFICER

G.7.1.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers.

G.7.1.2 The address and telephone number of the Contracting Officer for this contract is:

Elizabeth Kilpatrick
Commodity Contractor
Office of Contracting and Procurement
441 – 4th Street, NW, Room 700 South
Washington, DC 20001
Phone (202) 724-4052 Fax (202) 727-0245
e-mail: Elizabeth.Kilpatrick@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this Contract, unless issued in writing and signed by the Contracting Officer, or pursuant to specific authority otherwise included as part of this Contract.

G.8.3 In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring

and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Geraldine Gardner
Project Manager
Office of the Deputy Mayor for Planning and Economic Development
801 North Capitol Street, NE
Ground Floor
Washington, DC 20002
Phone: (202) 478-1338
e-mail Geraldine.Gardner@dc.gov

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 CORRECTIVE ACTION

G.10.1 In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.1, if the District determines that the Contractor has failed to comply with terms of the Contract or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Contractor shall complete all steps necessary to correct the identified violation.

G.11 INTENTIONALLY BLANK

G.12 RIGHT TO WITHHOLD PAYMENT

G.12.1 The District reserves the right to withhold or recoup overpayments from the Contractor in accordance with any remedies allowed under the Contract or any policies and procedures.

G.13. ORDERING CLAUSE

- a) Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this contract.

- b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- c) If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching

and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

H.4.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;
- d. Number of job openings listed with DOES;
- e. Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- f. Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 1. Name;
 2. Social Security number;
 3. Job title;
 4. Hire date;
 5. Residence; and
 6. Referral source for all new hires.

H.4.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

- H.4.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:
- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
 - b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 1. Material supporting a good faith effort to comply;
 2. Referrals provided by DOES and other referral sources;
 3. Advertisement of job openings listed with DOES and other referral sources; and
 4. Any documentation supporting the waiver request pursuant to section H.5.6.

- H.4.6** The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:
- a. A good faith effort to comply is demonstrated by the Contractor;
 - b. The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

- H.4.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

- H.4.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data,

may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.4.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.5 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against an individual with a disability. See 42 U.S.C. 12101 et seq.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 et seq.

H.8 DISTRICT RESPONSIBILITIES

The Government of the District of Columbia, through the ODMPED, will provide the following:

H.8.1 Orientation for the Contractor relative to the terms of the contract and program mandates.

H.8.2 Continuous contract performance evaluations and program monitoring.

H.8.3 Conduct a timely review of all materials submitted to the COTR or ODMPED by the Contractor as required.

H.8.4 Submit to the Contractor notice of approval, disapproval, or resubmission of required deliverables on a timely basis.

H.8.5 Preparing any response or request for additional information or clarification from the Contractor as it pertains to the Contractor's compliance or noncompliance within ten (10) business days of submission of deliverables.

- H.8.6** Monitor and evaluate Contractor compliance with the requirements of this Contract, and impose sanctions when necessary.
- H.8.7** Provide copies of changes in applicable laws or policy on a timely basis.
- H.8.8** Maintain adequate liaison and cooperation with the Contractor, including providing timely management decisions and approvals of forms and procedures to enable the Contractor to properly perform contractual duties.
- H.8.9** Attend required meetings with the Contractor to discuss issues, changes, status of deliverables, and specific agenda items proposed by the District or the Contractor. The Contractor shall chair the meetings; however, the COTR shall retain the option to chair the meetings, as necessary.
- H.8.10** Provide Contractor with accurate balances for the LADP loan account on a monthly basis.

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SECTION I

CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

- I.1.1** The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated November 2004 (Attachment J.1) are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

- I.2.1** Continuation of the Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

- I.3.1** All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

- I.4.1** Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

- I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

- I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of the Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under the Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of the Contract, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and

I.5.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless:

I.5.7.1 The data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____ (Contractor's Name)

I.5.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the Contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under the Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under the Contract, the Contractor shall use Section I.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the Contract or any paid-up maintenance agreement, or if Contractor shall be

declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under the Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract, or (ii) based upon any data furnished under the Contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, and I.5.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.7 SUBCONTRACTS

I.7.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of the Contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

The Contractor shall maintain insurance coverage with the District of Columbia as an additional insured with the following limits:

I.8.1 COMMERCIAL GENERAL LIABILITY INSURANCE

\$1,000,000 limits per occurrence, District added as an additional insured.

I.8.2 AUTOMOBILE LIABILITY INSURANCE

\$1,000,000 per occurrence combined single limit.

I.8.3 WORKER'S COMPENSATION INSURANCE

According to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.

I.8.4 UMBRELLA/ EXCESS LIABILITY INSURANCE

\$5,000,000 limits per occurrence.

I.8.5 PROFESSIONAL LIABILITY INSURANCE

\$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

I.9 EQUAL EMPLOYMENT OPPORTUNITY

I.9.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985; the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

I.9.2 In accordance with 45 CFR 74 Appendix A (1), the Contractor shall comply with E.O. 11246 "Equal Employment Opportunity" as amended by 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

I.10 ORDER OF PRECEDENCE

The following documents are incorporated into the Request for Proposal (RFA) by reference in the following order of precedence. Any inconsistency or conflict in language shall be resolved by giving precedence in the following order: Amendments to the solicitation, if any, the Supplies or Services and Price/Cost Section (Section B), the Specifications/Work Statement (Section C), the Delivery of Performance (Section F), the Contract Administration Data (Section G), the Special Contract Requirements (Section H), the Contract Clauses (Section I), Representations, Certifications, and Other Statements by the Offeror (Section K), the Standard Contract Provisions for Use with the Supply and Services Contract,

dated November 2004 (Attachment J.1), the U.S. Department of Labor Wage Determination No. 05-2103 Rev (01) dated , 08/22/2006 (Attachment J.2), the Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 (Attachment J.3), the Department of Employment Services First Source Employment Agreement (Attachment J.4), the Land Acquisition Loan Terms and Conditions (Attachment J.5), the Predevelopment Loan Terms and Conditions (Attachment J.6), the Office of Tax Revenue Tax Certification Affidavit (Attachment J.7), the Department of Small, Local Business Development Certification Application (Attachment J.8), the Past Performance Evaluation Form (Attachment J.9), the Cost/Price Disclosure Certification (Attachment J.10), the Neighborhood Investment Target Area Map (Attachment J.11), the Neighborhood Investment Fund Target Area Boundaries(Attachment J.12).

I.11 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS

Any contract in excess of \$1,000,000 or any multi-year contract shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.12 CANCELLATION CEILING

In the event of cancellation of the contract because of nonappropriation for any subsequent fiscal years or any option years, there shall be a cancellation ceiling of \$0 dollars representing reasonable preproduction and other non-recurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

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SECTION J
LIST OF ATTACHMENTS

The following attachments are incorporated into the solicitation and resulting contract by this reference. The following attachment not included with this solicitation can be downloaded from the OCP website at www.ocp.dc.gov.

Attachment	Title
J.1	Standard Contract Provisions for Use with the Supply and Service Contract, dated November 2004
J.2	U.S. Department of Labor Wage Determination No.05-2103, REV (01) dated 08/22/2006
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.4	Department of Employment Services First Source Employment Agreement
J.5	Land Acquisition Loan Terms and Conditions
J.6	Predevelopment Loan Terms and Conditions
J.7	Office of Tax and Revenue Tax Certification Affidavit
J.8	Department of Small, Local Business Development Certification Application
J.9	Past Performance Evaluation Form
J.10	Cost/Price Disclosure Certification
J.11	Neighborhood Investment Fund Target Area Map
J.12	Neighborhood Investment Fund Target Area Boundaries

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

a. It operates as:

_____ a corporation incorporated under the laws of the State of:

_____ an individual,

_____ a partnership,

_____ a nonprofit organization, or

_____ a joint venture.

b. If the offeror is a foreign entity, it operates as:

_____ an individual,

_____ a partnership,

_____ a nonprofit organization,

_____ a joint venture, or

_____ a corporation registered for business in _____ (Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85.

Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors.

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this contract.

The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- a. Each signature of the offeror is considered to be a certification by the signatory that:
 - i. The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 1. those prices
 2. the intention to submit a contract, or
 3. the methods or factors used to calculate the prices in the contract.
 - ii. The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
 - iii. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory;
 - i. Is the person in the offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above; or
 - ii. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(i) through (a)(iii) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

1. As an authorized agent, does certify that the principals named in subdivision (b)(ii) have not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) above; and
 2. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) above.
- c. If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.8

K.8 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.8.1 Definitions. As used in this provision:

K.8.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.8.1.2 **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.8.1.3 **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.8.1.4 **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

- K.8.1.5** **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.8.1.6** **Individual:** means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.
- K.8.2** By submission of its offer, the Offeror, if other than an individual, certifies and agrees, that it shall no later than 30 calendar days after contract award (unless a longer period is agreed to in writing, for contracts of 30 calendar days or more performance duration):
- K.8.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.8.2.2** Establish an ongoing drug-free awareness program to inform such employees about the following:
- K.8.2.2.1** The dangers of drug abuse in the workplace;
- K.8.2.2.2** The Contractor’s policy of maintaining a drug-free workplace;
- K.8.2.2.3** Any available drug counseling, rehabilitation, and employee assistance programs; and
- K.8.2.2.4** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.8.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.8.2.1 of this provision;
- K.8.2.4** Notify such employees in writing in the statement required by subparagraph K.8.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
- K.8.2.4.1** Abide by the terms of the statement; and
- K.8.2.4.2** Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

- K.8.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.8.2.4 2 of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.8.2.6** Within 30 calendar days after receiving notice under subparagraph K.8.2.4 2 of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- K.8.2.6.1** Take appropriate personnel action against such employee, up to and including termination; or
- K.8.2.6.2** Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.8.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.8.2.1 through K.8.2.6 of this provision.
- K.8.3** By submission of its offer, the Offeror, if an individual, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.8.4** Failure of the Offeror to provide the certification required by paragraphs K.8.2 through K.8.3 of this provision renders the Offeror unqualified or ineligible for award.
- K.8.5** In addition to other remedies available to the Government, the certification in paragraphs K.8.2 through K.8.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 3001.

K.8.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Authorized Contractor Personnel (Print Name)

Title

Signature of Authorized Contractor Personnel

Date

SECTION L
NOTICES, CONDITIONS, AND INSTRUCTIONS TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

The District reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer shall contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and 5 copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No.DCEB-2007-R-0001

**Office of the Deputy Mayor for Planning and Economic Development
LADP Loan Fund Manager**

Name of Offeror

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than date and time specified on page 1 of the solicitation. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- c. The proposal is the only proposal received.

L.3.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 LATE MODIFICATIONS

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.5 LATE PROPOSALS

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than **15** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **15** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer shall not return this solicitation. Instead, they should advise the Contracting Officer identified in G.7.1.2, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer identified in G.7.1.2 of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer identified in G.7.1.2 that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.6.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.7 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.8 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.12 PROPOSAL COSTS

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the successful offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Elizabeth Kilpatrick
Commodity Contractor
Office of Contracting and Procurement
441 – 4th Street, NW, Room 700 South
Washington, DC 20001
Phone (202) 724-4052 Fax (202) 727-0245
e-mail: Elizabeth.Kilpatrick@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting

Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.17.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.19 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.20 EXAMINATION OF SOLICITATION

Offerors are expected to examine the Descriptions/Specifications/ Work Statement under Section C and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

L.21 GENERAL PROPOSAL SUBMISSION REQUIREMENTS

- L.21.1** Offerors are directed to Sections M.1, Evaluation For Award, M.2, Technical Rating Scale, M.3, Evaluation Criteria, and M.4 Evaluation Standards, and M.5 Evaluation of Option Years and the interdependent relationship that exists between the Evaluation Factors described in Section M.5.3.1, the requirements described in Section C.3 of the solicitation and the instructions to Offerors that follow in Section L.21 and L.22.
- L.21.2** Offerors shall prepare responses to fully address the Technical Proposal requirements as described below in Section L.22.1, and Price Proposal requirements as described in Section L.22.2.
- L.21.3** The information requested in Section L.22 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C and in accordance with Sections M.1, M.2, M.3, M.4, and M.5 of the solicitation. The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described below in Section L.22.

L.21.4 PROPOSAL FORMAT

The Offeror's proposal(s) shall be organized and presented in the two separate sections, Section I, Technical Proposal, and Section II, Price Proposal.

L.21.4.1 The Offeror shall prepare a cover letter for each section to accompany its Technical Proposal and Price Proposal response. The cover letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the anticipated contract provisions. The cover letter shall clearly identify the contract requirements that it is responding to (i.e. Section C.3). An authorized representative of the Offeror shall sign the letter.

L.21.4.2 Technical Proposal narratives shall not exceed twenty-five (25) pages. Attachments are not included in the page limits for the narrative (Section L.21.4.3 (g)). The Price Proposal narrative shall not exceed ten (10) pages. Each proposal shall be submitted in two (2) separate sections:

L.21.4.3 The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5' by 11' bond paper);
- b. Single spaced;
- c. One sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFA number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One-inch (or greater) margins;
- f. Six lines (or less) per inch, the equivalent of 12 point font (or larger), charts and graphics may be no less than 10 point font;
- g. Attachments are not included in the page limits for the narrative and shall be attached as an Appendix to Volume I; and
- h. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed and the Offeror's response(s).

L.22 PROPOSAL CONTENT AND ORGANIZATION**L.22.1 TECHNICAL PROPOSAL - VOLUME I**

In addition to the cover letter (L.21.4.1), the Offeror's Technical Proposal shall contain a Table of Contents clearly stating the location of the required information discussed in L.22 and cross-references to the Offeror's technical proposal sections and the solicitation requirements as applicable. The Offerors Technical Proposal shall include at a minimum the following:

L.22.1.3 TECHNICAL APPROACH

This factor considers the Technical Approach to be utilized by the Offeror to perform the requirements as described in Section C of this solicitation.

L.22.1.3.1 Project Understanding**L.22.1.3.1.1 Narratives**

- a. The Offeror shall provide a narrative describing the Offeror's overall understanding of the District's requirements (C.3). The narrative shall include a discussion of the Offeror's understanding of the District's goals and objectives of the contract (C.1 and C.2.5) as well as how the District's goals and objectives relate to the mission and goals of the Offeror's organization;

L.22.1.3.2 Service Description and Service Delivery Approach**L.22.1.3.2.1 Narratives**

- a. The Offeror shall provide a detailed narrative of its approach to the requirements outlined in Section C that demonstrates the Offeror's ability to provide the required services in Section C and deliverables in Section F.5.
- b. The Offeror shall describe its standard loan terms and eligibility requirements for community development loans, specifically acquisition and/or predevelopment loans for affordable housing, mixed use, community-based facilities. The description shall include, but is not limited to: borrower eligibility, project application and other fees, loan terms, collateral requirements, interest rate and repayment terms.
- c. The Offeror shall provide a draft Solicitation and Marketing Plan (C.3.1.1) that includes the following: approach to marketing the LADP and RFA; proposed methods, tools, and resources used to implement the Plan; target audiences for the marketing plan. The Plan shall also recreate the milestone table below and complete proposed schedule field. The Offeror may add additional milestones if necessary.

Milestone	Requirement of this Solicitation	Proposed Schedule (Express as Number of Days After the Contract Award)
<i>Example: RFA Release</i>	<i>Minimum of 15 days after the release of the NOFA (or 45 days after the Contract award)</i>	<i>60 Days After Contract Award</i>

NOFA Release	30 Days After Contract Award	
RFA Release	Minimum of 15 days after the release of the NOFA (or 45 days after the Contract award)	
Pre-Bid Conference or Workshop	N/A	
RFA Close	N/A	
Application Review Start	N/A	
Application Summary and Recommendations Submitted to COTR	45 days after the close of the RFA	

L.22.1.3.1.2 Attachments

The Offeror shall provide the following Attachments:

- a. If available, a sample of a previously released Request for Proposals or similar document that outlines requirements of a Contractor's loan program
- b. Sample loan application
- c. Sample loan monitoring report
- d. Sample loan close out report
- e. Loan underwriting policies and procedures manual or similar document

L.22.1.3.3 Matching Funds

L.22.1.3.3.1 Narratives

- a. The Offeror shall provide a detailed narrative that states the available resources to make matching loans to Applicants in amounts at least equal to the LADP loan commitment;
- b. The Offeror shall describe how the matching requirement for LADP loans relates to the mission and goals of the Offeror's organization;
- c. The Offeror shall state the interest rate spread at which Offeror proposes to lend matching funds to selected LADP borrowers. Describe the assumptions that used to arrive at this proposed spread, and the variables that would increase or decrease the spread

L.22.1.3.3.2 Attachments

- a. Proposed schedule of fees for Matching Loans

L.22.1.4 PAST PERFORMANCE AND PREVIOUS EXPERIENCE**L.22.1.4.1 Previous Experience****L.22.1.4.1.1 Narratives**

- a. The Offeror shall describe its previous experience in managing a loan fund similar in size and scope of the requirements described in C.3. The narrative shall provide details of the Offeror's lessons learned and resulting actions that led to improved and successfully completed contract requirements. The narrative shall also describe any challenges the Offeror faced in meeting the service delivery requirements and how the challenges were overcome.
- b. The Contractor shall describe its previous experience with soliciting, underwriting, and servicing community development and/or affordable housing loans.
- c. The Contractor shall describe its current relationships with District of Columbia based nonprofit and LSDBE developers.

L.22.1.4.1.2 Attachments

- a. Summary of the Offeror's affordable housing and community development loans closed within the past three years for projects located within the District of Columbia. The summary should be sorted by type of loan (e.g. land acquisition, predevelopment, construction). It should include the following information for each loan identified:
 - i. Borrower
 - ii. Project Location
 - iii. Brief project description (For housing loan provide the total number of units, number of affordable units and affordability levels, affordability term)
 - iv. Loan terms - amount, repayment term and source, interest rate, interest payment terms, collateral/security
 - v. Loan status – outstanding, repaid in full, written off, borrower compliant or non-compliant with loan terms, etc.
- b. Offerors that are newly formed entities in the District of Columbia or Offerors that are based outside of the District of Columbia with significant previous experience in other jurisdictions may provide a summary of affordable housing and community development loans from those areas. The summary should be sorted by type of loan (e.g. land acquisition, predevelopment, construction). It should include the following information for each loan identified:
 - i. Borrower
 - ii. Project Location
 - iii. Brief project description (For housing loan provide the total number of units, number of affordable units and affordability levels, affordability term)

- iv. Loan terms - amount, repayment term and source, interest rate, interest payment terms, collateral/security
- v. Loan status – outstanding, repaid in full, written off, borrower compliant or non-compliant with loan terms, etc.
- c. Summary of the Offeror's aggregate loan portfolio including:
 - i. Total loans made (amount and number)
 - ii. Total loans repaid in full (amount and number)
 - iii. Total loans written off (amount and number)
 - iv. Loans currently outstanding – compliant/non-compliant

L.22.1.4.2 PAST PERFORMANCE

L.22.1.4.2.1 Attachments

The offeror shall provide three (3) letters of reference from organizations and entities the Offeror has maintained relationships during the course of the delivery of services similar in size and scope of the requirements described in C.3.

L.22.1.5 TECHNICAL EXPERTISE

L.22.1.5.1 Staffing

L.22.1.5.1.1 Narratives

- a. The Offeror shall provide a narrative to describe the Offeror's s proposed staffing plan and staffing pattern to fulfill the required services described in Section C; and
- b. Discussion of the relevant experience of the Offeror's staff to demonstrate their capacity to meet the scope of services in Section C.

L.22.1.5.1.2 Attachments

The Offeror shall provide the following:

- a. Organizational Chart including the Offeror's staff to provide or contribute to the services to be provided under the contract.
- b. Resumes, certifications, and credentials for each of the Offeror's staff;
- c. Subcontractor agreements as applicable; and

L.22.2 PRICE PROPOSAL – VOLUME II

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked separate sections.

L.22.2.1 Contract Pricing

Completed Sections B.3 of the Solicitation.

L.22.2.2 Contract Budget and Cost and Price Data

The Offeror may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price Data in Attachment J.11 is met. This pro-forma contract budget will show the “total costs” that the Offeror anticipates incurring in the performance of the contract requirements.

L.22.2.3 Price Proposal Narrative

The Offeror shall provide a narrative of the Price Proposal to include at a minimum the following;

- i. Cost and price justifications to support the Contract Pricing provided in L.22.2.2 and Contract Budget information provided in L.22.2.3; and
- ii. Description and explanation in the event the Offeror currently operates a community development or affordable housing loan fund in the District and the budget price and costs are different than the Offeror’s current experience.

L.22.2.4 Cost/Price Data and Certification

The Contractor shall complete and provide the Cost/Price Data Certification provided in Attachment J.11.

L.24 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 a.m., Wednesday, September 20, 2006 at 441 4th Street, N.W. Suite 700S, Washington, D.C. 2001.

Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

The District will make award to the responsible Offeror whose offer conforms to the solicitation and is the most advantageous to the District, cost or price and technical factors listed below considered. For this solicitation, technical approach and past performance/previous experience are more important than technical expertise and cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District and represents the best value. Award determination will be based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an informed decision based upon the evaluation criteria.

M.2 TECHNICAL RATING SCALE

The Offeror's proposal response for each factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror's response. The Technical Rating Scale is provided below:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies
4	Good	Meets requirements and exceeds some requirements; no deficiencies
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.1 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror's score for each factor. The Offeror's total technical score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value of 0 to 25 points, utilizing the Technical

Rating Scale above the District evaluates the Offeror's response as "Good," the score for that evaluation factor is 4/5 of 25 or 20.

M.3 EVALUATION CRITERIA

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District's needs in the manner most advantageous to the District, all factors considered.

M.3.1 The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

M.3.2 The Contractor shall respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District's risk will also be considered. The evaluation factors and significant sub factors, point value and relative importance follows.

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TECHNICAL EVALUATION FACTORS 0 – 80 POINTS		
EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR	POINT VALUE	RELATIVE IMPORTANCE
Technical Approach	0 - 30	Technical Approach is equally important as Past Performance/Previous Experience and more important than Technical Expertise and Price.
Service Description and Service Delivery.	0 – 10	
Solicitation and Marketing Plan	0 - 5	
Matching Funds	0 - 10	
Project Understanding	0 - 5	
Past Performance/ Previous Experience	0 - 30	Past Performance/Previous Experience is equally important as Technical Approach and more important than Technical Expertise and Price.
Previous Experience	0 - 20	
Past Performance	0 - 10	
Technical Expertise	0 - 20	Technical Expertise is less important than Technical Approach, Previous Experience/Past Performance and Price
Staff Experience	0 - 10	
Staffing Plan	0 - 10	
PRICE POINTS 0 – 20		
Price	0 - 20	Price is less important than Technical Approach, Past Performance/Previous Experience and equally as important Technical Capacity.
PREFERENCE POINTS 0 – 12		
Preference Points	0 - 12	Preference Points as described in M.6.2
Small Business Enterprise (SBE)	3	
Resident Owned Business (ROB)	3	

Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

M.4 EVALUATION STANDARDS

M.4.1 TECHNICAL PROPOSAL

M.4.1.1 Technical Approach (L.22.1.4)

M.4.1.1.1 Description

The information contained in this section will facilitate the evaluation of the Offeror's technical approach to managing the LADP loan fund, including all of the services and deliverables outlined in Section C. This factor will examine the Offeror's proposed technical plan including the offeror's service description, service delivery, and understanding of the requirements to perform the services required. This factor will also examine the Offeror's knowledge and application of recognized industry standards and best practice models for effective delivery of services. This factor also evaluates the Offeror's proposal for providing Matching Loans.

M.4.1.2 Past Performance/Previous Experience (L.22.14)

M.4.1.2.1 Description

The information in this section shall facilitate the evaluation of the Offeror's Past Performance and Previous Experience in managing a loan fund of similar scope and size; and experience in soliciting, reviewing, underwriting, and monitoring community development and affordable housing loans. This factor will examine the quality of services provided, timeliness of service delivery, quality of services provided, business practices, and overall satisfaction of the Offeror's performance.

M.4.1.3 Technical Expertise (L.22.1.5)

M.4.1.3.1 Description

The information requested in this section shall facilitate evaluation of the Offeror's Technical Expertise to provide and administer the LADP loan fund as the requirements described in C.3. This factor encompasses all components of the Offeror's staff and organization and staff experience.

M.4.2 COST/PRICE PROPOSAL

- a. Price evaluations will account for up to 20 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.
- b. Actual points assigned to each Offeror in this category will be based on the Offeror's total price and will be computed in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) \text{ Weight} = \text{Evaluated Price Score}$$

M.5 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base period. Evaluation of options shall not obligate the District to exercise them.

M.6. PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED

Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.6.1 Required Subcontracting Set-Aside

35% of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as local business enterprises, disadvantaged business enterprises, resident-owned businesses, local business enterprises with their principal offices located in an enterprise zone, small business enterprises, or longtime resident businesses. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

M.6.2 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- M.6.2.1 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.6.2.2 Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.3 Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.4 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.6.2.5 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and
- M.6.2.6 Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

M.6.3 Application of Preferences

The preferences shall be applicable to prime contractors as follows:

- M.6.3.1 Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.6.3.2 Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.6.3.3 Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid

submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.

M.6.3.4 Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.

M.6.3.5 Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.

M.6.3.6 Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

M.6.4 **Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.6.5 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.6.6 **Vendor Submission for Preferences**

M.6.6.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

M.6.6.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.6.6.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.6.6.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

M.6.6.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.7 **Subcontracting Plan**

Any prime contractor responding to a solicitation in which there is an LBE, DBE, SBE, DZE, LRB, or ROB subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Each subcontracting plan shall include the following:

M.6.7.1 A description of the goods and services to be provided by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROB;

M.6.7.2 A statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, SBEs, DZEs, LRBs, or ROB;

M.6.7.3 The names and addresses of all proposed subcontractors who are LBEs, DBEs, SBEs, DZEs, LRBs, or ROB;

M.6.7.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.6.7.5 A description of the efforts the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;

M.6.7.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.6.7.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

- M.6.7.8 List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.7.9 A description of the prime contractor's recent effort to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.

M.6.8 Enforcement and Penalties for Willful Breach of Subcontracting Plan

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

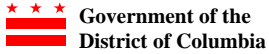
M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.7.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.7.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.



**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCUREMENT**

**Office of Contracting
& Procurement**



**Government of the
District of Columbia**

PROCUREMENT ANNOUNCEMENT

The Government of the District of Columbia is soliciting bids or proposals for the following:

CAPTION: Neighborhood Investment Fund Contractor

MARKET TYPE: Open

ADVERTISING/ISSUANCE DATE: 9/13/06

REQUEST FOR PROPOSALS:

RFP NUMBER: DCBE-2007-R-0001

CLOSING DATE: 10/13/06

CLOSING TIME: 2:00 PM

BID DOCUMENTS ARE AVAILABLE AT:

**Office of Contracting and Procurement
441 4th Street, NW, Suite 703 South
Washington, DC 20001
Bid Counter
(202) 727-0252**

OCP WEBSITE ADDRESS: www.ocp.dc.gov